

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

**TRUSTEES OF THE NATIONAL AUTOMATIC  
SPRINKLER INDUSTRY WELFARE FUND,  
TRUSTEES OF THE NATIONAL AUTOMATIC  
SPRINKLER INDUSTRY PENSION FUND,  
TRUSTEES OF THE NATIONAL AUTOMATIC  
SPRINKLER LOCAL 669 UA EDUCATION FUND,  
TRUSTEES OF THE SPRINKLER INDUSTRY  
SUPPLEMENTAL PENSION FUND AND TRUSTEES  
OF THE INTERNATIONAL TRAINING FUND  
8000 Corporate Drive  
Landover, MD 20785,**

**Plaintiffs,**

**v.**

**VENEZIANO'S FIRE PROTECTION MAINTENANCE  
LIMITED LIABILITY COMPANY  
1600 Bannard Street  
Cinnaminson, NJ 08077**

**Serve: James S. Veneziano, Registered Agent  
1600 Bannard Street  
Cinnaminson, NJ 08077**

**Defendant.**

**) C.A. NO.:**

**COMPLAINT**

**(FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT AND  
TO COLLECT CONTRIBUTIONS DUE TO PLAINTIFF FUNDS)**

**PARTIES**

1. Plaintiffs Trustees of the National Automatic Sprinkler Industry Welfare Fund, Trustees of the National Automatic Sprinkler Local 669 UA Education Fund, Trustees of the National Automatic Sprinkler Industry Pension Fund, Trustees of the Sprinkler Industry Supplemental Pension Fund and Trustees of the International Training Fund (hereinafter "NASI Funds") are employee benefit plans as that term is defined in Section 3(3) of the Employee Retirement Income Security Act

("ERISA") of 1974, 29 U.S.C. § 1002(3). Plaintiff Funds are established and maintained according to the provisions of the Restated Agreements and Declarations of Trust establishing the NASI Funds (hereinafter "Trust Agreements") and the Collective Bargaining Agreements between Sprinkler Fitters Local Union No. 692 and Road Sprinkler Fitters and Apprentices Local 669 (hereinafter collectively referred to as "the union") and the Defendant. The NASI Funds are administered at 8000 Corporate Drive, Landover, Maryland 20785.

2. Defendant Veneziano's Fire Protection Maintenance Limited Liability Company is a corporation existing under the laws of the State of New Jersey with offices located in New Jersey. Defendant transacts business in the state of New Jersey as a contractor or subcontractor in the sprinkler industry and all times herein was an "employer in an industry affecting commerce" as defined in Sections 501(1), (3), 2(2) of the Labor-Management Relations Act, 29 U.S.C. Sections 142(1), (3) and 152(2); Section 3(5), (9), (11), (12), (14) of ERISA, 29 U.S.C. Sections 1002(5), (9), (11), (12), (14); and Section 3 of the Multi-Employer Pension Plan Amendments of 1980, 29 U.S.C. § 1001(a).

### **JURISDICTION**

3. This Court has jurisdiction of this action under Sections 502 and 515 of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1132 and 1145, and under Section 301 of the Labor-Management Relations Act, 29 U.S.C. § 185(a). This is an action for breach of a Collective Bargaining Agreement between an employer and a labor organization representing employees in an industry affecting commerce and an action to collect contributions due to employee benefit plans under the terms of the Collective Bargaining Agreements.

### **COUNT I**

4. Defendant is signatory to Collective Bargaining Agreements with the Union requiring contributions to the NASI Funds for each hour of work by employees performing installation of

automatic sprinkler systems.

5. Defendant employed certain employees covered by the Collective Bargaining Agreements during the months of January 2016 through the present.

6. Defendant is bound to the Trust Agreements and the Guidelines for Participation in the NASI Funds (hereinafter "Guidelines").

7. Defendant has failed to make contributions due to Plaintiff Funds for the months of December 2017 and January 2018. In addition, Defendant has failed to submit report forms for these months. Pursuant to the terms of the Collective Bargaining Agreements, Defendant is obligated to submit report forms and pay contributions owed to Plaintiff Funds.

8. Pursuant to Article VI, Section 6 of the Restated Agreements and Declarations of Trust establishing the NASI Funds, when an employer fails to file the properly completed report forms, in order to determine the amounts due, the Funds are authorized to project the delinquency amount using the following formula:

... The Trustees may project as the amount of the delinquency the greater of the average for the monthly payments actually made by the Employer for the last three (3) months for which payments were made, or the average of the monthly payments made by the Employer for the last twelve (12) months for which payments were made. . .

9. Using report forms submitted for the last three (3) months for which actual payments were made, the projected delinquency for the months of December 2017 and January 2018 is \$17,808.85 calculated as follows:

<u>Month</u>	<u>Local 692 Hours</u>	<u>Local 669 Hours</u>
July 2014	180.0	184.0
August 2014	160.0	158.0
September 2014	144.0	288.0
Average Monthly Hours:	161.3	210.0

<u><b>Rates in Effect</b></u>	<u><b>Local 692 - 2017</b></u>	<u><b>Local 669 - 2017</b></u>
Welfare	\$9.12	\$9.17
Education	\$0.00	\$0.37
Pension	\$6.20	\$6.20
SIS	\$9.00	\$7.24
ITF	\$0.10	\$0.10
	<u><b>Local 692 – 2018</b></u>	<u><b>Local 669 – 2018</b></u>
Welfare	\$9.47	\$9.67
Education	\$0.00	\$0.37
Pension	\$6.40	\$6.40
SIS	\$9.00	\$7.24
ITF	\$0.10	\$0.10

10. Defendant's contributions on behalf of its sprinkler fitter employees for the months of January 2016 through November 2017 were paid late. The specific amounts paid and the date in which the Defendant's contributions were received by the NASI Funds are set forth on the attached breakdown (Exhibit A).

11. Defendant's contributions on behalf of its sprinkler fitter employees for the months of December 2017 and January 2018 are late.

12. Pursuant to the Trust Agreements and the Guidelines, an employer who fails to pay the amounts required by the Collective Bargaining Agreement on time shall be obligated to pay liquidated damages as follows:

- (1) If payment is not received in the Funds Office by the 15th of the month, 10% of the amount is assessed.
- (2) An additional 5% is added if payment is not received in the Funds Office by the last working day of the month in which payment was due.
- (3) An additional 5% is added if payment is not received by the 15th of the month following the month in which payment was due.

13. Pursuant to this provision, Defendant is obligated to Plaintiff NASI Funds in the amount of \$40,107.00 for liquidated damages assessed on the late contributions for the months of January 2016 through January 2018, plus interest at the rate provided in the Trust Agreements, the Guidelines and 29 U.S.C. Section 1132(g) from the date of delinquency to the date of payment.

**WHEREFORE**, in Count I, Plaintiff Funds pray judgment as follows:

A. In the amount of \$17,808.85 for contributions due for work performed in December 2017 and January 2018, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

B. In the amount of \$40,107.00 for liquidated damages assessed on late contributions for the months of January 2016 through January 2018, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

C. For all contributions and liquidated damages which become due subsequent to the filing of this action through the date of judgment, plus costs, interest, and reasonable attorneys' fees, pursuant to the Collective Bargaining Agreement, the Trust Agreements, the Guidelines and 29 U.S.C. § 1132(g).

D. For such further relief as the Court may deem appropriate.

Respectfully submitted,

**O'DONOGHUE & O'DONOGHUE LLP**

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By: \_\_\_\_\_/s/

Charles W. Gilligan

Maryland Bar No. 05682

Attorney for Plaintiffs

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**CERTIFICATE OF SERVICE**

This is to certify that a copy of the foregoing Complaint has been served by certified mail, as required by 502(h) of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1132(h) this 28th day of February, 2018 on the following:

The Office of Division Counsel  
Associate Chief Counsel (TE/GE) CC: TEGE  
Room 4300  
1111 Constitution Avenue  
Washington, DC 20224  
Attention: Employee Plans

Secretary of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210  
ATTENTION: Assistant Solicitor for  
Plan Benefits Security

\_\_\_\_\_/s/  
Charles W. Gilligan